



Mutual Non-Disclosure Agreement

Between Partner:	Department of Electronics and IT, Government of Kerala
And Sprinklr:	Sprinklr, Inc., 29 W. 35th Street, New York, NY 10001, USA
Effective Date:	March 24, 2020

1. PURPOSE

The parties wish to explore a business opportunity of mutual interest and benefit (the "Purpose"). In connection with the Purpose, each party may disclose to the other party certain confidential technical and business information that the disclosing party desires to treat as confidential.

2. CONFIDENTIAL INFORMATION

"Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly in writing, orally, or by inspection of tangible objects (i) that the disclosing party identifies as confidential or proprietary; or (ii) that reasonably appears to be confidential or proprietary because of legends or other markings, the circumstances of disclosure, or the nature of the information itself. Confidential Information may also include confidential or proprietary information disclosed to a disclosing party by a third party.

3. EXCEPTIONS

Notwithstanding Section 2, Confidential Information shall not include any information which (i) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public without breach of this Agreement by the receiving party; (ii) was acquired by the receiving party without restriction as to use or disclosure before receiving such information from the disclosing party, as shown by the receiving party's files and records immediately prior to the time of disclosure; (iii) is obtained by the receiving party without restriction as to use or disclosure by a third party authorized to make such disclosure; or (iv) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession.

4. PERMITTED USE

The receiving party may only use the disclosing party's Confidential Information in connection with the Purpose. The receiving party shall not reverse engineer, disassemble or de-compile any prototypes, software or other tangible objects that embody the disclosing party's Confidential Information unless written consent for such actions is received from the disclosing party. If such a prohibition is not permitted pursuant to applicable law, the receiving party shall provide the disclosing party written notice prior to undertaking any such reverse engineering, and shall give the disclosing party a reasonable amount of time to provide any interface information required by law prior to commencing such reverse engineering. Neither Party shall make any copies of the other Party's Confidential Information, unless required for the Purpose. Each Party shall reproduce the other Party's proprietary rights and confidentiality notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

5. MAINTENANCE OF CONFIDENTIALITY

The receiving party will maintain the confidentiality of the disclosing party's Confidential Information with at least the same degree of care that it uses to protect its own confidential and proprietary information, but in no event less than a reasonable degree of care under the circumstances. The receiving party will not disclose any of the disclosing party's Confidential Information to employees or to any third parties except to the receiving party's employees and subcontractors who have a need to know such information in connection with the Purpose and have agreed to abide by non-disclosure terms at least as protective of the disclosing party's Confidential Information as those set forth herein.

6. DISCLOSURE REQUIRED BY LAW

In the event the receiving party is required by law or a valid and effective subpoena or order issued by either a court of competent jurisdiction or a governmental body to disclose any of the disclosing party's Confidential Information, the receiving party shall promptly notify the disclosing party in writing of the existence, terms, and circumstances surrounding such required disclosure so that the disclosing party may seek a protective order or other appropriate relief from the proper authority. The receiving party shall cooperate with the disclosing party in seeking such order or other relief. If the receiving party is nonetheless required to disclose the disclosing party's Confidential Information, it will furnish only that portion of the Confidential Information that is legally required and will exercise all reasonable efforts to obtain reliable assurances that such Confidential Information will be treated confidentially to the extent possible.

7. TERM AND DURATION OF PROTECTION

This Agreement shall be effective as of the Effective Date and shall remain in effect for a period of three (3) years. Thereafter, the Agreement shall remain applicable to the extent necessary to protect Confidential Information until such information is no longer Confidential Information because it is covered by an exception set forth in Section 3. The non-disclosure provisions of any applicable transaction documents entered into between the parties in the context of the Purpose shall supersede this Agreement.

8. NO OBLIGATION

Nothing herein shall obligate either party to purchase, sell, license, transfer, or otherwise dispose of any technology, services or products, or to engage in any other business transaction. Each party reserves the right, in its sole discretion, to terminate the discussions concerning the Purpose at any time.

9. OWNERSHIP AND NO LICENSE

All of the disclosing party's Confidential Information shall remain the sole property of the disclosing party. Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trademark or other intellectual property right of the other party, nor shall this Agreement grant either party any rights in or to the other party's Confidential Information except as expressly set forth herein.

10. NO WARRANTY

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF THE CONFIDENTIAL INFORMATION, AND EACH PARTY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. RETURN OF MATERIALS

All documents and other tangible objects containing or representing the disclosing party's Confidential Information and all copies thereof that are in the possession of the receiving party shall be promptly returned to the disclosing party upon the disclosing party's request.

12. EXPORT COMPLIANCE

Confidential Information may be subject to export laws and regulations of the United States and other countries. Each party shall comply with all applicable export laws and shall ensure that Confidential Information is not exported, neither directly or indirectly, in violation thereof.

13. REMEDIES

Each party agrees that its obligations hereunder are necessary and reasonable to protect the disclosing party and the disclosing party's business, and expressly agrees that monetary damages may be inadequate to compensate the disclosing party for any breach by the receiving party of any covenants and agreements set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages or posting bond.

14. MISCELLANEOUS

This Agreement shall be governed by the laws of the State of New York, without reference to conflict of laws principles. Any suit to enforce this Agreement shall be brought exclusively in the Borough of Manhattan, New York, and the parties hereby submit to the personal jurisdiction of such courts and waive any venue objection. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this Agreement shall remain valid and enforceable as though such term were absent upon the date of its execution. Neither party may assign this Agreement without the express written consent of the other party, and any prohibited assignment shall be void; provided that either party may assign this Agreement pursuant to a merger, acquisition or sale of all or substantially all of such party's assets except in the event that the proposed assignee is a competitor of the other party. This Agreement shall bind and inure to the benefit of the parties and their successors and permitted assigns.

Sprinklr Signatory (Name/Title):

Dan Haley / General Counsel

Signature:



Partner Signatory (Name/Title):

Shri. M Sivasankar, IAS, Principal Secretary

Signature:

